

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FAVORITE HEALTHCARE
STAFFING, INC.

Plaintiff,

v.

ATLANTIC DIAGNOSTIC
LABORATORIES, LLC

Defendant

CIVIL ACTION NO.

COMPLAINT

INTRODUCTION

The Plaintiff, initiates this action in order to collect damages for monies owed for i) the breach of an employment agency service contract for temporary health care professional services rendered to Defendant Atlantic Diagnostic Laboratories, LLC at 16 different locations throughout Eastern Pennsylvania, ii) the recovery of the quantum meruit value of said employment agency services delivered, received, and accepted and iii) the intentional interference with Plaintiff's contractual relationships with 15 temporary healthcare professionals.

PARTIES

1. Favorite Healthcare Staffing, Inc. ("Plaintiff" and/or "Favorite Healthcare") is a corporation duly organized and operating pursuant to the laws of the State of Kansas with a principal place of business in Overland Park, Kansas and is in the business of providing qualified temporary health care personnel to hospitals, nursing homes, rest homes and other medical facilities throughout the United States. Pursuant to Favorite Healthcare's standard terms and conditions of service contracting parties have the

option to transform temporary healthcare professionals provided by Favorite Healthcare to permanent employees of the contracting party upon the payment of specified employment agency fees.

2. Defendant, Atlantic Diagnostic Laboratories, LLC ("Atlantic Diagnostic" and/or "Defendant") is a limited liability company duly organized and operating pursuant to the laws of Pennsylvania with a principal place of business in Bensalem, Pennsylvania and is in the business of managing and operating various laboratories providing services in the healthcare industry.

JURISDICTION

3. This matter involves damages in excess of \$75,000.00 arising from a dispute between citizens of different states. Accordingly, this Court has jurisdiction pursuant to 28 U.S.C. § 1332.

4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

FACTUAL ALLEGATIONS

5. Between August 14, 2012 and December 10, 2012, favorite Healthcare provided temporary health care professionals to Burlington Laboratories who operated and managed laboratories for Rehab After Work at 16 different locations in Eastern Pennsylvania ("16 Laboratories").

6. On or about December 10, 2012 Burlington Laboratories lost its contract to manage and operate said 16 Laboratories and Atlantic Diagnostic assumed the management and operating control of said 16 Laboratories. Atlantic Diagnostic requested Favorite Healthcare to continue to provide said temporary health care professionals to Atlantic Diagnostic at said 14 Laboratories. Prior to requesting Favorite Healthcare to continue

to provide said temporary healthcare professionals, Atlantic Diagnostic was fully informed of Favorite Healthcare's standard terms and conditions of service. Atlantic Laboratories received a copy of Favorite Healthcare's Supplemental Staffing Agreement between Favorite Healthcare Staffing, Inc. and Atlantic Diagnostic Laboratories. A copy of said contract is attached hereto and marked as Exhibit "A". Favorite Healthcare agreed to continue to provide temporary healthcare professionals to Atlantic Laboratories so that Atlantic Laboratories could manage and operate said 16 Laboratories. Atlantic Laboratories agreed, accepted and benefited from said valuable services rendered by Favorite Healthcare.

7. Between December 11, 2012 and December 22, 2012 Favorite Healthcare provided temporary healthcare professionals to Atlantic Diagnostic and Atlantic Diagnostic accepted and benefited from Favorite Healthcare's provision of temporary healthcare professionals pursuant to Favorite Healthcare's standard terms and conditions of service and Exhibit "A".

8. Favorite Healthcare tendered 34 separate invoices requesting payment for services rendered to Atlantic Laboratories and Atlantic Laboratories paid in full 25 of said 34 invoices. Said invoices all contained a reference to and incorporation of Favorite Healthcare's standard terms and conditions of service. Additionally, Atlantic Diagnostic entered Favorite Healthcare's website and reviewed Favorite Healthcare's standard terms and conditions of service and Exhibit "A". Atlantic Diagnostic's receipt of continued temporary health care professional services from the Plaintiff, its payment for services pursuant to the said 25 invoices and its online review of Favorite Healthcare's standard terms and conditions of service and Exhibit "A" are admissions of fact that Atlantic Diagnostic has expressly or impliedly agreed to the terms and conditions contained in Exhibit "A" and Favorite Healthcare's standard terms and conditions of service.

9. As of December 22, 2012 Favorite Healthcare, was providing 15 temporary healthcare professionals to Atlantic Diagnostic pursuant to Favorite Healthcare's

standard terms and conditions of service ("15 Favorite Healthcare Contractees"). All 15 temporary healthcare professionals had written independent contractor contracts with Favorite Healthcare ("15 Favorite Healthcare Contractees"). On December 22, 2012 Atlantic Diagnostic informed the 15 Favorite Healthcare Contractees that Atlantic Laboratories had terminated their contracts with Favorite Healthcare and that all said 15 Favorite Healthcare Contractees were now employees of Atlantic Diagnostic. At the time Atlantic Laboratories "terminated" said 15 Favorite Healthcare Contractees contracts with Favorite Healthcare, Atlantic Laboratories was fully informed of the existence of the written contractual relationships between Favorite Healthcare and said 15 Favorite Healthcare Contractees. By terminating the contracts of said 15 Favorite Healthcare Contractees, Atlantic Diagnostic intentionally interfered with the contractual relationships between Favorite Healthcare and said 15 Favorite Healthcare Contractees.

10. Atlantic Diagnostic's hiring of the 15 Favorite Healthcare Contractees directly benefited, Atlantic Diagnostic as said hirings allowed Atlantic Diagnostic to fulfill its management contract for said 16 Laboratories. As a result, Atlantic Diagnostic has received and accepted a substantial benefit from Favorite Healthcare, without paying for the same. The fair market value of the employment agency services rendered to and accepted by the Atlantic Diagnostic is \$89,593. Despite demand, the Defendant has failed to pay to the Plaintiff the fair market value of the employment agency services rendered to and accepted by the Defendant. A copy of the invoice tendered to Atlantic Diagnostic for said employment agency services is attached hereto and marked as Exhibit "B".

11. Atlantic Diagnostic has failed to pay A) \$2,920.15 for the remaining outstanding balance on 9 invoices and B) the \$89,593 outstanding balance on Exhibit "B".

COUNT I

(BREACH OF CONTRACT v. ATLANTIC DIAGNOSTIC)

12. Plaintiff restates and incorporates by reference the allegations contained in paragraphs 1 through 11 above.

13. Atlantic Diagnostic by failing to pay the Plaintiff \$92,513 has breached the terms and conditions of both the invoices tendered and Exhibit "A".

14. As a result of said breach, the Defendant owes the Plaintiff \$92,513 and further accrued interest and attorney's fees in an amount to be established at trial of this matter.

COUNT II

(QUANTUM MERUIT v. ATLANTIC DIAGNOSTIC)

15. Plaintiff restates and incorporates by reference the allegations contained in paragraphs 1 through 14, above.

16. The fair market value of the employment agency services provided to and accepted by the Defendant is equal to or in excess of \$89,593.

17. As a result of the Plaintiff's provision of employment agency services to the Defendant, the Defendant has received a material benefit and is obligated to Plaintiff in the amount of \$89,593.

COUNT III
(INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
v. ATLANTIC DIAGNOSTIC)

18. Plaintiff restates and incorporates by reference the allegations contained in paragraphs 1 through 17, above.

19. Atlantic Diagnostic knowingly, intentionally interfered with Plaintiff's contractual relations with the 15 Favorite Healthcare Contractees.

20. As a result of said intentional interference, Plaintiff has suffered damages in an amount to be established in the trial of this matter.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff respectfully prays that:

- 1) Pursuant to Count I, this Court enter Judgment against the Defendant Atlantic Diagnostic in the amount of \$92,513 plus interest, costs, and attorneys' fees and that execution or other appropriate process issue for the enforcement of same; and
- 2) Pursuant to Count II, this Court enter Judgment against the Defendant Northern Berkshire Healthcare in the amount of \$89,593 plus interest, costs, and attorneys' fees and that execution or other appropriate process issue for the enforcement of same; and
- 3) Pursuant to Count III, this Court enter Judgment against the Defendant Northern Berkshire Healthcare in an amount to be established through the trial of Plaintiff's claims as set forth in Count III and that execution or other appropriate process issue for the enforcement of same; and

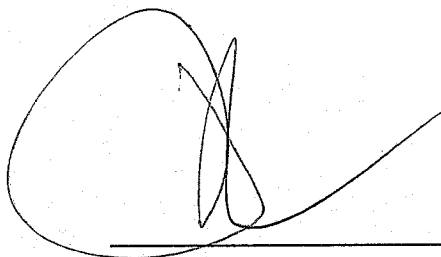
4) For any such other and further relief as this Court deems just and proper.

Respectfully submitted, this the 31st day of February, 2013.

The Plaintiff,
Favorite Healthcare
Staffing, Inc.
By Its Attorneys



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Amherst, MA 01002
Tel. (413) 549-5491
Fax. (413) 549-5156
noonan@law-djn.com
BBO #: 373260



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Tel. (215) 568-5621
Fax: (215) 568-3253
rmmorris@morrisadelman.com
PA# 67896

EXHIBIT “A”



**SUPPLEMENTAL STAFFING AGREEMENT
FAVORITE HEALTHCARE STAFFING, INC.
and
Atlantic Diagnostic Laboratories**

The purpose of this Agreement is to define the relationship and respective responsibilities between Atlantic Diagnostic Laboratories (hereafter CLIENT) and FAVORITE HEALTHCARE STAFFING, INC. (hereafter FAVORITE) allowing FAVORITE to provide qualified temporary health care personnel (hereafter THP) for the benefit and well-being of the CLIENT's patients. The following is therefore mutually agreed:

I. TERM OF AGREEMENT

This agreement is made and shall commence on 12/8/2012 and may be terminated with written notice by either party except that the agreement shall remain in effect with respect to and until the end date of any TRAVELER assignment made by CONFIRMATION pursuant to this agreement.

II. DEFINITIONS

THP is a temporary healthcare professional working as an employee of Favorite on assignment at Client. For services performed by THP under Favorite's employment, Favorite is responsible for the payment of wages to THP and for the withholding of applicable federal, state, and local income taxes, the making of required Social Security tax contributions, and the meeting of all other statutory employer responsibilities (including, but not limited to, unemployment and worker's compensation insurance, payroll excise taxes, ect.).

PER DIEM THP is any THP not regarded as a TRAVELER under this agreement.

TRAVELER is any THP provided by FAVORITE for whom a CONFIRMATION of terms of an assignment of not less than 4 weeks in duration has been made by CLIENT.

CONFIRMATION is the CLIENT's written acceptance of a particular TRAVELER to fill a specific CLIENT need.

III. RESPONSIBILITIES OF FAVORITE

- Provide services in conformance with all Joint Commission standards applicable to Health Care Staffing Services.
- Provide service coordinator staff on a 24 hour per day, 365 day per year basis to receive and process service requests and changes.
- Match CLIENT service requests with THPs who are properly screened and qualified in accordance with our Standard Hiring Practices (Exhibit A).



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- Provide CLIENT, upon request, with documentation of the skills and qualifications of assigned personnel, either via e-mail or facsimile.
- Instruct THPs to always carry on their person an original license, evidence of current CPR and any applicable specialty certifications, for immediate client inspection.
- Assume sole responsibility as the employer of record for the payment of wages to THPs and for the withholding of applicable federal, state and local income taxes, the making of required Social Security tax contributions, and the meeting of all other statutory employer responsibilities (including, but not limited to, unemployment and worker's compensation insurance, payroll excise taxes, etc.).
- Comply with all other applicable federal, state, and local laws governing the employer/employee relationship (including, but not limited to wage and hours laws, the Family Medical Leave Act, and the Health Insurance Portability and Accountability Act of 1996 [HIPAA]).
- Maintain a system documenting, tracking, and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided. (It is the Clients' responsibility to promptly notify Favorite Healthcare Staffing within 24 hours of when an incident occurs. Upon notification, Favorite Healthcare Staffing will then implement incident tracking/resolution processes and communicate with the client as needed.) Client may be required to provide written documentation to Favorite to facilitate the investigation and potential corrective actions of incidents. Depending on the severity of the incident; Favorite will also have our Risk Oversight Committee review and make recommendations.
- Maintain general liability insurance and professional liability insurance with limits equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate and to provide certificates of insurance.
- Not use subcontractors in the usual course of providing staffing services. Subcontracting is only utilized pursuant to management services agreements.
- Not discriminate in employment with respect to race, religion, sex, creed, disability or national origin in compliance with all applicable laws including Title VII of the Civil Rights Acts of 1964, or any of its amendments, and the Americans with Disabilities Act.
- Comply with Section 1861(v) of the Social Security Act, and, therefore, for a period of four years, make available upon written request such books, documents and records as are necessary to certify the nature and extent of the cost of providing services.

IV. RESPONSIBILITIES OF CLIENT

- Make final determination of the suitability of THP documented competencies and experience as presented by FAVORITE for the designated assignment.
- Provide orientation which, at minimum, includes the review of policies and procedures regarding medication administration, documentation procedures, patient rights, Infection Control, and Fire and Safety.



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- Manage FAVORITE's THPs consistent with CLIENT's own policies and procedures and address any incident consistent with those policies and procedures. Promptly notify (within 24 hours) Favorite Healthcare Staffing, Inc. of any unexpected incidents, errors and sentinel events that involve THPs and of any occupational safety hazards or events that involve THPs.
- Recognize FAVORITE's policy regarding the floating of staff whereby THPs are instructed not to accept a floating assignment if they do not have the skills required to perform a competent level of care.
- Assist FAVORITE with the periodic evaluation of THP job performance.
- Promptly (within 24 hours) notify FAVORITE of any unsatisfactory job performance or action taken to terminate the services of a THP due to incompetence, negligence, or misconduct. In such event CLIENT shall only be obligated to compensate FAVORITE for actual THP time worked.
- Provide at least two hours notice of any cancellation of assignment or accept responsibility for payment of two hours of service at the applicable rate.
- Timely and accurately approve an appropriate employee assignment record, sign-in-sheet, etc. reflecting the **actual net time** (i.e. excluding meal breaks, etc.) worked by THP. If the client requires the THP to provide additional information such as nursing notes, narratives, etc., the client approval acknowledges the receipt of such additional information.
- In the event CLIENT finds it necessary to terminate a TRAVELER's assignment, for no fault of FAVORITE or TRAVELER, the CLIENT shall reimburse FAVORITE for all contractual obligations for transportation and housing incurred as a result of FAVORITE's placement of TRAVELER with CLIENT.
- Remit payment for services upon receipt of invoice. In the event the client questions any amounts invoiced, an explanation of any items in question must be received by FAVORITE's Accounts Receivable department within 15 days. This notification must be made by one of the following means:
 - By telephone: 1 (800) 676 - 3456
 - By fax: 1 (888) 870 - 6526
 - By e-mail: accountsreceivable@favoritestaffing.com
 - By U.S. Mail to: Favorite Healthcare Staffing, Inc.
Attn.: Accounts Receivable
7255 W. 98th Terr., Suite 150
Overland Park, Kansas 66212
- Pay interest equal to 1.5% per month plus cost and disbursements, including reasonable attorney and/or collection fees, incurred in the collection of the client's account in the event client fails to remit payment within 30 days from the invoice date.

Direct Hire & Temp To Perm Fees: These terms shall apply unless this right is specifically protected in accordance with state and/or local law. The direct hire fee shall be equal to the following percent of the candidate's first year's annualized salary for any candidate presented to Client by Favorite who accepts a position with any clinic, group, healthcare facility or organization owned, operated, or affiliated with Client



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whether or not in Client's actual local community. Salary amount will be listed on the employment letter for the candidate; a copy of this letter will be provided to Favorite.

<u>Job Specification</u>	<u>Direct Hire Fee</u>
Staff Position	18%
Mid Level: Supervisory	20%
Executive Level: Management/Director	25%

Client agrees to make payment to Favorite in the following manner:

- Client will be invoiced upon confirmation of placement for each candidate.
- Full payment of the direct hire fee will be due to Favorite within thirty (30) days of the invoice date.

Direct Hire Guarantee:

In the unlikely event that the client is unsatisfied with a candidate provided by Favorite prior to completion of ninety (90) days of the start date the client may choose to end the candidate's employment, resulting in a credit on a replacement as follows:

0 – 30 days	100% credit
31 – 60 days	50% credit
61 – 90 days	25% credit

- No replacement will be offered in the event of layoff, a substantial change in the original job description, or elimination of the position.
- Credits may be used immediately or within twelve (12) months beginning at the termination date. A credit may be used for the original candidate search; any deviation from this will need to be approved in advance by Favorite.

Temp to Perm option:

A Temp to Perm position will include a temporary hourly bill rate and a reduced permanent placement (conversion) fee upon the successful completion of the temporary portion of the assignment based on the fee schedule as shown below. Full payment of the placement fee is due within 30 days of the Temporary Healthcare Professional's start date as an 'employee' of the client.

0 – 520 hours:	18% of the employee's 1 st year's annualized salary
521 – 1040 hours:	10% of the employee's 1 st year's annualized salary
1041+ hours:	No additional fee

Additionally, the Temporary Healthcare Professional will complete the work assignment during the no hire period unless this right is specifically protected in accordance with state and/or local law. Client agrees that if during the first 1040 hours of work completed, the Temporary Healthcare Professional transitions to a competitor of Favorite or 'employee' status with client or its affiliates; (i.e. flipping) it will result in a placement fee payable to Favorite Healthcare Staffing, Inc. as outlined above.

V. COMPLAINTS/GRIEVANCES

If CLIENT is unable to resolve a problem or complaint at the branch or department level, CLIENT may file an internal complaint. A copy of our Client Grievance Policy is available on our website at



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www.favoritestaffing.com (under "The Favorite Choice", Clients, Standard Practices) or by calling our corporate office at 800-676-3456. CLIENT may submit a grievance in writing to the corporate office by mail or by email to favoritejobs@favoritestaffing.com.

JOINT COMMISSION

The Joint Commission standards under which Favorite is certified relate to quality and safety of care issues as impacted by Favorite's temporary healthcare professionals. Anyone believing that he or she has pertinent and valid concerns about such matters should report these to the management of Favorite Healthcare Staffing either at the branch office or the corporate office (please see our web site at www.favoritestaffing.com for contact information). If the concerns cannot be resolved through Favorite, the individual is encouraged to contact The Joint Commission.

Phone: 800-994-6610
E-Mail: complaint@jointcommission.org
Mail: Office of Quality Monitoring
The Joint Commission
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
Fax: 630-792-5636
Online: www.jointcommission.org

VI. FEE SCHEDULE

Specific fees for PER DIEM and/or TRAVELER THP services are those rates stated in Exhibit B and are subject to change with written notice.

VII. NOTICE

Any notice required by this contract shall be delivered via first class U. S. mail or via facsimile to:

A. In the event of notice to CLIENT to the following address:

Attn: Chris Metz,
Client: Atlantic Diagnostic Laboratories
Address: 3520 Progress Drive
City, State, Zip: Bensalem, PA 19020
Facsimile #:

B. In the event of notice to FAVORITE to the following address:

Attn: Contracts and Rates Administration
Favorite Healthcare Staffing, Inc.
7255 W. 98th Terrace, Suite 150
Overland Park, KS 66212
Facsimile #: (888) 870-6530



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Address for notice may be changed, from time to time, by either party upon written notice.

VIII. MISCELLANEOUS

1. The terms herein stated represent the total Agreement between FAVORITE and CLIENT and this Agreement may not be changed or modified orally.
2. This Agreement may be modified or amended by mutual written Agreement and supersedes all prior Agreements of the parties.
3. This Agreement shall be governed by the laws of the State of Kansas.

AGREEMENT SIGNATURES:

**Favorite Healthcare Staffing
96**

By:

Date: _____

Atlantic Diagnostic Laboratories

By:

Name: _____

Please Print

Title:

Date: _____

Authorized Signatures:

Kathleen A. Perry, RN, MBA, President
Debra MacLeod, RN, Vice President
Cathy Vollmer, RN, BSN, Vice President
Stephanie Render, MS, Vice President
Fran Coleman, Contracts & Rates Senior
Administrator
Gerhard J. Kuti, CEO



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EXHIBIT A

Standard Hiring Practices

The following documentation is collected and retained in the personnel file:

LICENSE VERIFICATION/COPY: The employee's license/certification verified with the state, unless the state does not offer verification. In addition, a copy of the license/certification is made in those states still providing paper license/certification copies.

CERTIFICATIONS: Copies of a current C.P.R. card and other certifications (ACLS, PALS, etc.) as required.

SKILLS INVENTORY: A comprehensive skills inventory appropriate to job classification and age-specific self-assessment.

PICTURE IDENTIFICATION: A photo I.D. from a reliable source.

PRE-EMPLOYMENT DRUG SCREENING: All applicants are subjected to a 10 panel drug screen and otherwise tested in accordance with applicable regulatory requirements.

CRIMINAL BACKGROUND INVESTIGATION: All applicants are checked in a manner compliant with the requirements of our clients and always in accordance with government regulations.

OIG/GSA: Automatically checked on all new hires and then approximately every 3 months thereafter.

I-9: Documentation and verification upon Pre-employment.

EDUCATION: Documentation of Education associated with profession/class. (We accept if it is documented on the application)

WORK HISTORY: Documentation of work history associated with profession/class. (We accept if it is documented on the application)

ANNUAL TRAINING AND ORIENTATION: Evidence of a yearly review of Fire & Safety, Infection Control, Hazardous Waste, Joint Commission Patient Safety Goals and OSHA and HIPAA Privacy and Security standards is required of all Favorite Healthcare Staffing, Inc. employees.

REFERENCES: At least two satisfactory written or verbal references verifying work performance in applicable clinical areas.

HEALTH/TB TEST: Pre-employment health statement by a physician, physician's assistant or nurse practitioner. Upon hire and annually, TB within the past year/or TB questionnaire and current clear chest x-ray. Other specific health requirements as directed by client or state health guidelines. Each applicant must have received the Hepatitis B vaccination series or have provided a declination.

TESTING: Documentation of applicants' competency tests for most clinical staffing areas. A passing grade of 80 percent or better must be obtained. Certain specialty areas and paraprofessional testing may be replaced with client interview or other evaluation.

Interview, Placement and Orientation:

- Prospective employees are interviewed by the branch director or designee. During the interview, emphasis is placed upon work history, clinical expertise and review of the testing results.
- Information is provided to applicants regarding performance requirements, Favorite's policies and procedures and, in many cases, specific policies and procedures of client institutions.
- The assignment of employees is made with consideration for the skills and expertise of the employee, the needs of the client and ultimately the client's acceptance of the suitability of the employee to perform the duties of the assignment.
- Favorite Healthcare Staffing, Inc. assists its client institutions, as requested, with implementation of their orientation policies and procedures.

Last Revised 04-2-12



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12/11/2012

**EXHIBIT B – PER DIEM - FOR SUPPLEMENTAL
STAFFING AGREEMENT DATED 12/11/2012**

Atlantic Diagnostic Laboratories
Chris Metz
3520 Progress Drive
Bensalem, PA 19020

Effective 12/8/2012 the following hourly billing rates will take effect for Atlantic Diagnostic Laboratories. Rates are subject to change with a written notice.

Client will sign a rate confirmation for each Temp that is placed. Hourly rate is based on each individual Temp. Mark up on the pay rate will be 50%.

Work week begins Saturday at 7:00 AM.

The following holidays will be charged at 1.5 times regular rate:

HOLIDAY	SHIFTS
New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day	7-3, 3-11, 11-7

The above rates include all **payroll expenses, taxes, liability insurance, worker's compensation and bonding.**

Minimum billing rate once supplemental personnel have started to work is 4.00 hours.

Overtime rates will apply as indicated by local labor statute.

Overtime			
Over ___ Hours	Day/Week/Bi-Weekly	Bill at ___ of the Regular Hourly Rate	Applicable State
40.00	W	1.50	All
8.00	Day	1.50	California
12.00	Day	2.00	California
12.00	Day	1.50	Colorado

Please review our Standard Terms and Conditions of Service and Standard Hiring Practices at www.favoritestaffing.com as they may change from time to time.

Tina Clayton

From: Desirae Sutton
Sent: Monday, January 07, 2013 11:59 AM
To: Desirae Sutton
Subject: FW: cmetz@adllab.net has viewed the signature request email for Atlantic Diagnostic Laboratories
Attachments: Atlantic Diagnostic Laboratories - unsigned.pdf



Desirae Sutton
Contracts & Rates Administration Manager
Favorite Healthcare Staffing, Inc.
Direct Line: 913-800-7063 Fax: 888-870-6530
800-676-3456 (Ext. 7063)
Email: dsutton@favoritestaffing.com

From: Desirae Sutton
Sent: Monday, January 07, 2013 11:29 AM
To: Christopher Brink; Cathy Vollmer
Cc: Desirae Sutton
Subject: FW: cmetz@adllab.net has viewed the signature request email for Atlantic Diagnostic Laboratories

Here's the email showing they viewed the signature request.



Desirae Sutton
Contracts & Rates Administration Manager
Favorite Healthcare Staffing, Inc.
Direct Line: 913-800-7063 Fax: 888-870-6530
800-676-3456 (Ext. 7063)
Email: dsutton@favoritestaffing.com

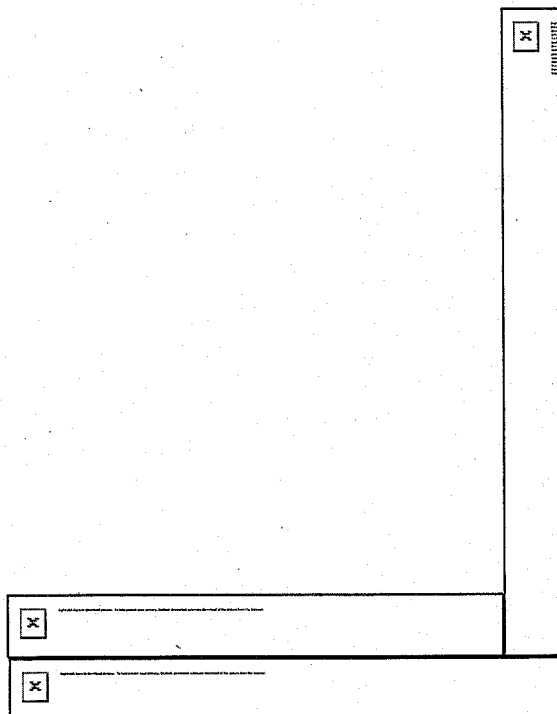
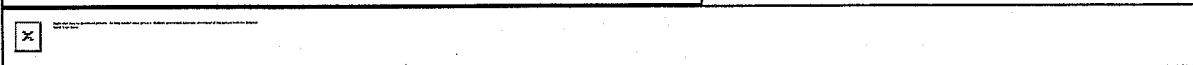
From: Kathy Rush
Sent: Monday, January 07, 2013 11:28 AM
To: Desirae Sutton
Subject: FW: cmetz@adllab.net has viewed the signature request email for Atlantic Diagnostic Laboratories

From: EchoSign [<mailto:echosign@echosign.com>]

Sent: Wednesday, December 12, 2012 1:18 PM

To: Kathy Rush

Subject: cmetz@adllab.net has viewed the signature request email for Atlantic Diagnostic Laboratories



The signature request email
for Atlantic Diagnostic
Laboratories has been
viewed by
cmetz@adllab.net!

- When cmetz@adllab.net eSigns the Atlantic Diagnostic Laboratories, the agreement will be sent to Cathy Vollmer. When all participants have completed the Atlantic Diagnostic Laboratories, all parties will receive a final PDF copy by email.

You can always [Login to EchoSign](#) to:

- Check the status of this document
- Set up a reminder informing another party that you are waiting for their signature
- Share your agreements with a colleague

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.

EXHIBIT “B”



INVOICE

P.O. Box 803356
KANSAS CITY, MISSOURI 64180

Invoice Number: 258
Account Number: 4850300
Billing Date: 1/04/13

BILL TO:

Atlantic Diagnostic Laboratories
Attn: Chris Metz
3520 Progress Drive
Bensalem, PA 19020

Service Date	Emp. ID #	Employee Name	Class	Shift	Direct Hire Fee
1/3/2013	309936	Julie Perez	COL		\$6926.40
1/3/2013	203169	Melonie Burroughs	COL		\$6177.60
1/3/2013	311038	Triana Daniels	COL		\$6177.60
1/3/2013	278429	Nicola Smith	COL		\$6177.60
1/3/2013	310332	Beverly Bailey	COL		\$5896.68
1/3/2013	310496	Patty Buckwalter	COL		\$5896.68
1/3/2013	309599	Jerry Carter	COL		\$5896.68
1/3/2013	310108	Bernadette Gray-Townsend	COL		\$5896.68
1/3/2013	310392	Hattisha Rogers	COL		\$5896.68
1/3/2013	230633	Michelle McClendon	COL		\$5896.68
1/3/2013	267470	Shurika Brown	COL		\$5803.20
1/3/2013	306222	Erica Moore	COL		\$5803.20
1/3/2013	306510	Lorinda Mincey	COL		\$5728.32
1/3/2013	390127	Ann Rivera	COL		\$5709.60
1/3/2013	280267	Barbara Dale	COL		\$5709.60
					\$89,593.20

Make all checks payable to: Favorite Healthcare Staffing, INC.

If you have any questions concerning this invoice, please call Tina Clayton, 800-676-3456 or e-mail tclayton@favoritestaffing.com

THANK YOU FOR YOUR BUSINESS!